

CITY COUNCIL REPORT



MEETING DATE: November 1, 2004

ITEM NO. 15 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Professional services contract between the City of Scottsdale and Urban Design Associates, PC.

REQUEST

To adopt Resolution No. 6581 authorizing Agreement 2004-147-COS. Funding for this agreement is authorized in the amount of \$205,000.

Related Policies, References:

- August 30, 2004 Request for Qualifications (RFQ) for the ASU-Scottsdale Center for New Technology and Innovation Conceptual Site Plan.

KEY

CONSIDERATIONS

- The creation of a conceptual framework plan is critical to providing a comprehensive vision for the ASU-Scottsdale Center for New Technology and Innovation and the surrounding area.
- The conceptual plan will provide the groundwork for future site planning processes including rezoning, development review, and the hiring of a master land developer/architect by the Arizona State University Foundation (ASUF).

BACKGROUND

During August, staff crafted a request for qualifications (RFQ) for a consulting team of urban designers, planners and architects to create a conceptual framework plan for the ASU-Scottsdale Center for New Technology and Innovation site and surrounding area. The RFQ specified that infrastructure-engineering would be done by the City, and that ASUF would be hiring a developer/architect to develop the 37-acre site.

On August 30, the RFQ was sent to 22 national and local firms. The RFQ was also posted on the City's website along with reference materials and a list of RFQ recipients. The deadline for responses was September 20.

Fifteen firms submitted their statements of qualification by the September 20 deadline. A committee comprised of representatives from the city, representatives of ASUF and Arizona State University (ASU) reviewed and ranked the submittals.

The review committee included:

Ed Gawf, Deputy City Manager, COS

Kroy Ekblaw, General Manager Planning and Development Services, COS

Katherine Hutton Raby, Economic Development Manager, COS

Steve Evans, ASUF

Don Couvillion, ASUF

On October 4th and 5th, the four firms which attained the highest rankings met with the review committee to present their proposals and respond to questions.

The four finalists were Urban Design Associates, DMJM-Harris, Leo A Daly + Sasaki Associates, and Skidmore Owings & Merrill.

Based on a thorough analysis, the review committee unanimously recommends Urban Design Associates, PC (UDA) be awarded the professional services contract for the framework plan. The UDA proposal represents a comprehensive planning approach based on flexibility and creativity. In addition, UDA displayed a fundamental strength of communicating complex planning processes in a simple and concise manner and working with a wide variety of stakeholders. The UDA presentation also highlighted the firm's extensive background and success with similar-scale projects. Of primary interest to the review committee was UDA's proven track record in creating vital public places that are well integrated and connected to the surrounding area.

Urban Design Associates is a nationally known, 40-year firm headquartered in Pittsburgh, PA. If UDA is awarded the professional services contract, Don Carter, the President of UDA will be the Principal leading the conceptual planning team for the ASU-Scottsdale Center. The proposed team will be partnering with the local firm of Urban Earth Design, led by Michael Dollin.

ASSESSMENT

The professional services contract is for no more than \$205,000 for a term of six months.

The project approach consists of three phases:

- data and analysis gathering – October/November 2004
- exploring alternatives – November/December 2004
- creation of a conceptual framework plan – January 2005

Each phase includes a strong emphasis on public outreach and involvement of major stakeholders through focus group sessions, a multi-day design charrette and public meetings.

Process deliverables will include the conceptual framework plan for the ASU-Scottsdale Center for New Technology and Innovation and the surrounding neighborhood area, and a broad cost estimate of development costs associated with the plan. The conceptual framework plan will include:

- Illustration of neighborhood adjacencies, character and design, physical design, bicycle/pedestrian connections, and future transit opportunities for the area approximately bounded by Indian Bend Wash on the east, 64th Street on the west and along Scottsdale Road south of Thomas Road.
- Site plan for the 42-acre site suitable for rezoning and development review public hearings, including circulation, landscaping, public spaces and amenities, neighborhood connections and land use relationships.

Specifically, the conceptual framework plan will include:

- Analysis documentation and drawings of existing conditions
- Area wide context plan, including adjacent neighborhoods
- Open space framework and connections

- Streets and parking framework
- Street sections showing building massing
- Connection diagrams illustrating roads, bicycle/pedestrian and transit
- Rendered site plan of the 42-acre project site
- Eye level perspectives
- Aerial perspectives
- Estimated costs of infrastructure, open space and parks, construction and design.

The conceptual plan will provide a comprehensive vision for the ASU-Scottsdale Center for New Technology and Innovation and will lay the groundwork for future site planning processes including rezoning, development review, and the hiring of a master land developer/architect by the ASUF. UDA is prepared to work with the City, ASUF, and area stakeholders to ensure that the conceptual framework plan reflects the vision for the ASU-Scottsdale Center for New Technology and Innovation.

**STAFF
RECOMMENDATION**

Staff recommends adoption of Resolution 6581 and authorization of Professional Services Contract #2004-147-COS, which would allow the consultant and City staff to immediately begin work on this project.

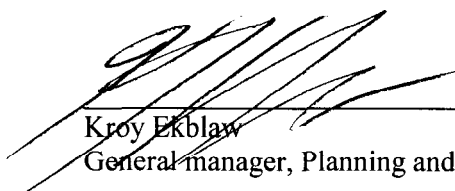
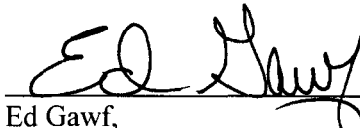
**RESPONSIBLE
DEPT(S)**

City Manager's Office
Planning and Development Services

STAFF CONTACT(S)

Teresa Huish
Strategic Planning Manager
480-312-7829
E-mail: thuish@ScottsdaleAZ.gov

APPROVED BY

 Kroy Ekblaw General manager, Planning and Development Services	 Ed Gawf, Deputy City Manager	10/21/04 Date 10/19/04 Date
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ATTACHMENTS

1. Exhibit A – Professional Service Agreement
2. Exhibit B - Resolution #6581.



CITY OF SCOTTSDALE PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 1st day of November, 2004, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and Urban Design Associates, PC, hereinafter referred to as "Consultant".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services;

WHEREAS, the City desires to contract for planning and design services to create a conceptual site plan and program for the site now known as the ASU-Scottsdale Center for New Technology and Innovation and the surrounding neighborhood area; and

WHEREAS, Consultant is duly qualified to perform the requested services; and

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Scope of Work for the ASU-Scottsdale Center for New Technology and Innovation conceptual plan is incorporated herein by this reference as fully as if written out below. Consultant's proposal submitted and dated October 18, 2004 is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Scope of Work conflicts with any provision of the Consultant's proposal, the provision of the Scope of Work will control. If any provision of the Consultant's proposal conflicts with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City shall provide all necessary information to the Consultant for timely completion of the tasks specified in Item 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task shall be recorded and submitted to the Contract Administrator. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Consultant inclusive of all expenses under this Contract shall not exceed \$205,000.

Consultant shall be paid according to following schedule:

Invoicing will be monthly during the contract period (6 months) according to the percentage complete of the fixed fee and reimbursable costs incurred.

Consultant may submit work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator.

Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator prior to payment.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for a six month period (May 1, 2005). The City and Consultant may mutually agree to extend this Contract for three months upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and City Council.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount, and Consultant shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Consultant.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.11 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Teresa Huish or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report

4.10 INDEPENDENT CONTRACTOR – CONT'D

the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:
Donald Carter, President
Urban Design Associates, PC
Gulf Tower, 31st Floor
707 Grant Street
Pittsburgh, PA 15219

In the case of City:
Teresa Huish, Strategic Planning Manager
City of Scottsdale
7506 E. Indian School Road
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.19 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional wrongful actions, acts, errors, mistakes or omissions to the extent caused by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.20 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.21 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

5.0 INSURANCE

This contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally, Certificates of Insurance submitted without referencing Contract number will be subject to rejection and returned or discarded.

5.1 INSURANCE REPRESENTATIONS AND REQUIREMENTS

5.1.1 General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

- 5.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 REQUIRED COVERAGE

- 5.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.
- 5.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.
- 5.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.
- 5.2.4 Workers Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 200 .

CITY OF SCOTTSDALE

By: _____
Mary Manross, Mayor

ATTEST:

CONSULTANT:
By: _____

By: _____
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR

Monroe C. Warren
Purchasing Director

By: _____
Teresa Huish, Strategic Planning Manager

Myron Kuklok
Risk Management Director

APPROVED AS TO FORM:

Joseph Bertoldo
City Attorney

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:		
Companies Affording Coverage		Current State of Arizona License	Current A.M. Best Rating	
Producer:	A. B. C. D. E.	Yes	No	
Insured:				

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS (,000)	
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Contractor's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ \$ \$ \$ \$ \$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ \$ \$ \$
	Professional Liability Type _____ Claims Made Occurrence				Each Claim All Claims	\$ \$
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	\$ \$
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 \$ \$ \$
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
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ACORD_{tm}		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
INSURED		COMPANY B				
		COMPANY C				
		COMPANY C				
		COMPANY D				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$	
					PRODUCTS COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person))	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <input type="checkbox"/> INCL <input type="checkbox"/> EXC L </div>				<div style="display: flex; justify-content: space-between;"> <div>WC STATU- TORY LIMITS</div> <div><input type="checkbox"/></div> <div>OTHER</div> </div>	
					EL EACH ACCIDENT	\$
					EL DISEASE . POLICY LIMIT	\$
					EL DISEASE . EA EMPLOYEE	\$
	Other:					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER: _____						

CERTIFICATE HOLDER

ACORD 25-S (1/95)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

W-9 TAXPAYER FORM

It is necessary for the *successful* Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Professional Contracts Listing on Purchasing's web site.**

RESOLUTION NO. 6581

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO PROFESSIONAL SERVICES CONTRACT No. 2004-147-COS WITH URBAN DESIGN ASSOCIATES, PC FOR THE PURPOSE OF CREATING A CONCEPTUAL FRAMEWORK PLAN FOR THE ASU-SCOTTSDALE CENTER FOR NEW TECHNOLOGY AND INNOVATION AND THE SURROUNDING AREA.

WHEREAS, the City wishes to enter into a Contract for Planning Services with Urban Design Associates, PC (UDA) for the ASU-Scottsdale Center for New Technology and Innovation conceptual framework planning project; and

WHEREAS, the creation of a conceptual framework plan is critical to providing a comprehensive vision for the ASU-Scottsdale Center for New Technology and Innovation and the surrounding area; and

WHEREAS, Urban Design Associates, PC has demonstrated its abilities with extensive background and success with similar projects;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Mayor Mary Manross is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Contract for Professional Services, No. 2004-147-COS, an agreement between the City of Scottsdale and Urban Design Associates, PC (UDA) for the provision of planning services related to the ASU-Scottsdale Center for New Technology and Innovation conceptual framework planning project.

PASSED, ADOPTED AND APPROVED by the Council of the City of Scottsdale, Arizona, this 1st day of November, 2004.

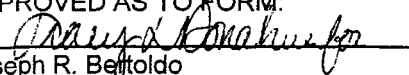
ATTEST:

CITY OF SCOTTSDALE,
a municipal corporation

Carolyn Jagger
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:



Joseph R. Bejtoldo
City Attorney

ASU-Scottsdale Center for New Technology and Innovation Conceptual Framework Plan

City Council

November 1, 2004

Why are we here?

- Request to adopt Resolution No. 6581 authorizing Agreement 2004-147-COS for a professional services contract between the City of Scottsdale and Urban Design Associates, PC

Goals

- Create a conceptual framework plan for the area surrounding the ASU-Scottsdale Center for New Technology and Innovation
- Provide a comprehensive vision for the area
- Lay the groundwork for future site planning processes including rezoning, development review, and master development

Process

- August 30 – RFQ distributed
- September 20 – SOQs submitted. Reviewed and ranked by City and ASUF committee.
- October 4 & 5 – Interviews with top four firms
- Selection of Urban Design Associates team
- November 1 – Professional Services Contract
- November – Data gathering and analysis
- November/December – Explore alternatives
- January 2005 – Creation of conceptual framework plan

Proposal

- Each phase of the project includes a strong emphasis on public outreach and involvement of major stakeholders through focus group sessions, a design charrette, and public meetings.
- UDA will work closely with Ad-hoc Advisory Working Group
- City staff/ASUF team will oversee the planning process

Conceptual Framework Plan

- Illustration of neighborhood adjacencies, character and design, physical design, bicycle/pedestrian connections, and future transit opportunities for the broader area
- Site plan for the 42-acre site suitable for rezoning and development review public hearings

Summary

- Request to adopt Resolution No. 6581 authorizing Agreement 2004-147-COS for a professional services contract between the City of Scottsdale and Urban Design Associates, PC not to exceed \$205,000
- UDA will create a conceptual framework plan for the ASU-Scottsdale Center and surrounding area